

UNITED STATES DEPARTMENT OF TRANSPORTATION (U.S. DOT)**National Highway Traffic Safety Administration (NHTSA)****Cooperative Agreement for
Odometer Fraud Enforcement**

AGENCY: National Highway Traffic Safety Administration (NHTSA), U.S. Department of Transportation (DOT)

ACTION: Announcement of a Request for Applications to implement NHTSA's 2010 **Odometer Fraud Enforcement** initiatives.

SUMMARY: NHTSA is continuing its effort to support state agency enforcement of odometer fraud through Cooperative Agreements. NHTSA's Office of Odometer Fraud Investigation (OFI) is inviting state enforcement agencies to participate in an odometer fraud enforcement initiative. Available funding may be divided among successful applicants and up to four awards may be made under this request for application.

Odometer tampering is a serious crime and consumer fraud issue. In an April 2002 study, NHTSA determined that this crime costs American car buyers approximately a billion dollars each year. New car prices coupled with the increased demand for late model, low mileage used cars, has made odometer fraud more profitable than ever.

Your proposal shall include a plan and a budget for the following tasks:

- 1. Conduct and/or support investigations and/or prosecutions under existing state and federal odometer laws.**
- 2. Participate in and /or coordinate multi-jurisdiction law enforcement training related to odometer fraud enforcement.**

DATES: Application(s) must be submitted to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320), W51-117, 1200 New Jersey Avenue, S.E., Washington, D.C. 20590. All application(s) submitted must include a reference to NHTSA Cooperative Agreement Number DTNH22-10-R-00400. **Only complete packages received on or before 2:00 P. M. Eastern Standard Time on July 8, 2010, will be considered.**

Applicant(s) shall provide a complete mailing address where Federal Express mail can be delivered.

FOR FURTHER INFORMATION CONTACT: General administrative and programmatic questions may be directed to Reba Dyer, Office of Acquisition Management, by email at reba.dyer@dot.gov or NHTSAOAM.dot.gov, Office of Acquisition Management. **To allow for sufficient time to address questions appropriately, all questions must be received no later than 2:00 P. M. Eastern Standard Time, June 08, 2010 via e-mail.**

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ARTICLE I. SUPPLEMENTARY INFORMATION**A. BACKGROUND**

Public Law 103-272, 49 U.S.C. Chapter 327, formerly the Motor Vehicle Information and Cost Savings Act, prohibits tampering with odometers to protect vehicle buyers from the practice of concealing a vehicle's true mileage by turning back or disconnecting the odometer. The law also requires that a written disclosure of the vehicle mileage be provided each time transfer of ownership occurs. The law recognizes that mileage is an important indicator of a vehicle's condition and value. Odometer tampering is a widespread nationwide deception. NHTSA estimates the annual cost of odometer fraud to consumers to be a billion dollars annually.

PURPOSE

Enforcement officials share the belief that an effective odometer fraud enforcement program can have a significant impact on reducing the incidents of odometer fraud and its impact on consumers. This can be done through cooperation with various state, local, and federal enforcement and regulatory agencies. Typical governmental entities that work in cooperation with NHTSA are state and county motor vehicle tilting agencies, state public safety and consumer protection agencies, state tax and revenue agencies, local, state, and federal law enforcement agencies. The State Attorneys General and the U.S. Attorney General have responsibility for prosecuting cases based on the investigative efforts of these enforcement agencies.

B. GENERAL REQUIREMENTS

The purpose of this Cooperative Agreement is to support the enforcement of federal and/or state odometer laws and regulations.

C. SPECIFIC REQUIREMENTS / TASKS

The Grantee shall undertake the following tasks in an effort to combat odometer fraud. NHTSA and the grantee shall cooperatively furnish available personnel, equipment and facilities, and otherwise perform all things necessary for the performance of the following tasks:

- 1. Conduct and/or support investigations and/or prosecutions under existing state and federal odometer laws.**
- 2. Participate in and /or coordinate multi-jurisdiction law enforcement training related to odometer fraud enforcement.**

ARTICLE II. NHTSA INVOLVEMENT

For a period, as hereinafter set forth, NHTSA and the Grantee will cooperatively furnish the necessary personnel, equipment, and facilities and otherwise perform all things necessary for or incident to the performance of work as set forth below:

A. The Grantee shall:

1. Perform the effort as specified in Section C, Specific Requirements and Tasks.
2. Designate a Project Manager to serve as liaison and coordinator between NHTSA and the Grantee and to manage the tasks performed under this agreement.
3. Provide appropriate program resources to conduct the tasks in this agreement.
4. Advise NHTSA's COTR of any problems in implementing or making progress on any tasks performed under this Cooperative Agreement, as well as strategy recommendations or revisions to the Project description to permit successful performance. Significant decision points, non-investigative written materials and other non-confidential work products will be submitted to the NHTSA COTR for approval.
5. Not deviate from the procedures or objectives specified in this Cooperative Agreement unless presented in writing and written approval is received by the NHTSA Contracting Officer before such deviations are implemented.

B. NHTSA shall:

1. Provide a Contracting Officer's Technical Representative (COTR) to participate in the planning and management of this Cooperative Agreement and to coordinate activities between the grantee and NHTSA.
2. Provide information and technical assistance from government sources and as determined appropriate by the COTR.
3. Serve as a liaison between NHTSA Headquarter and Grantee and other government and private agencies as appropriate.
4. Stimulate the exchange of ideas and information among recipients of related projects through periodic meetings and maintain an on-going contact with the Grantee regarding conduct of this agreement.

5. Review and provide comments on program content, materials, and evaluation activities.

ARTICLE III. FUNDING

Subject to availability of funds, NHTSA intends to make four Cooperative Agreement award(s) to support the goals of this project for a period of up to twenty-four (24) months. The cumulative resultant Cooperative Agreements shall be **no more than (\$152,000)** in total federal funding. Funding for this project is available to defray expenses toward developing, implementing or enhancing an *Odometer Fraud Enforcement* effort. The not-to-exceed amount of funding available (**\$152,000**) will be distributed among up to four (4) awards.

Given the amount of funds available for this effort, applicants are encouraged to supplement this project's costs. NHTSA will give preference to applicants that identify additional funding sources in their applications. Grantees are not permitted to supplement an award with Federal funds provided under 23 U.S.C. §402. An applicant's proposed level of cost sharing will be considered when determining the "best value" cost proposal. **At the discretion of the Government, funds may be obligated fully at the time of award of the cooperative agreement or incrementally over the period of the cooperative agreement.** Nothing in this solicitation should be construed as committing NHTSA to make any award.

ARTICLE IV. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement shall be no more than 24 months from the effective date of award. However, the actual period of performance will depend on the scope of work for the submitted project.

ARTICLE V. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a 60 day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination process.

ARTICLE VI. ELIGIBILITY REQUIREMENTS

To be eligible to participate in this cooperative agreement, applicants must meet the following requirements. Each eligible proposal will be rated as either a category A, B, or C proposal.

These categories will be used to differentiate the proposals according to technical merit.

1. *Category A* proposal will have met the evaluation criteria with no distinction.

2. *Category B* proposal will have met the evaluation criteria with distinction in one or more of the criteria.
3. *Category C* proposal will have met each of the evaluation criteria with distinction and presents a strong, well-constructed program in all respects.

ARTICLE VII. CONFLICT OF INTEREST

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

(a) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract under the resultant Cooperative Agreement.

(d) The NHTSA Contracting Officer will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist,

the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

ARTICLE VIII. REPORTING REQUIREMENTS AND

DELIVERABLES/MILESTONES OF THE COOPERATIVE AGREEMENT

An awarded Cooperative Agreement will include the following requirements:

A. Monthly Progress Reports

The Grantee must furnish one electronic copy of a *Monthly Progress Reports* to the Contracting Officer's Technical Representative (COTR), within 10 days of the month from effective date of the cooperative agreement.

Monthly Progress Reports shall include at a minimum a narrative description of the following items:

- Cooperative Agreement Number;
- Activities undertaken during the reporting period;
- Accomplishments achieved during the reporting period;
- Funds status by major cost element, the month's obligations, cumulative obligations, estimated cost to complete, and percent of cost expended versus percent of project completion;
- Plans for the next reporting period;
- Preliminary or interim results, conclusions, trends, or other items of information that are of interest to NHTSA;
- Problems or delays that the Grantee has experienced in the conduct of this cooperative agreement that need the attention of the COTR and/or Contracting Officer; and
- Specific action that the Grantee would like NHTSA to undertake to alleviate a problem.

In cooperation with the Grantee, NHTSA may require additional information depending on the nature of the project.

Monthly Progress Reports shall contain enough information to allow the COTR to make a determination as to whether invoices should be approved or revised based upon the activities and accomplishments for which payment is sought. The COTR may reject a *Monthly Progress Report* that does not provide sufficient detail and may request the Grantee to submit a revised *Monthly Progress Report* with the additional detail.

Ideally, the *Monthly Progress Report* shall contain enough detail to serve as a significant resource for the project's final report discussed in items D and E below.

B. Financial Status Report

The Financial Status Report shall consist of a Standard Form 269 or 269A in accordance with OMB Circular A-110, Subpart C, Section 52. The Financial Status Report shall also include a breakdown by cost accounting elements of funds spent during the quarter as well as funds spent to date separately for each project, and one cumulated for all costs incurred under the Cooperative Agreement.

C. INITIAL AND SUBSEQUENT MEETINGS WITH THE COTR

The Grantee shall meet with the COTR, Contract Specialist and appropriate NHTSA staff, in Washington, DC at NHTSA's offices, or via video conference, within 4 weeks of the cooperative agreement's effective date. The meeting's purpose is to discuss and refine the development, implementation, and evaluation of the project as well as cooperative agreement administration. The Grantee shall prepare a 30 to 45 minute presentation describing the project and shall be prepared to answer questions from the COTR and others present at the briefing. After this initial meeting with the COTR, the Grantee should meet at least once a year with the COTR in Washington, D.C. at NHTSA's offices, at the appropriate NHTSA Regional Office, within the Grantee's State, or via video conference to discuss the project's progress and results.

D. WORK PLANS

Based on discussions held during the initial meeting with the COTR, the Grantee shall submit a revised project work plan incorporating verbal and written comments from the COTR, Contract Specialist/Officer, and appropriate NHTSA staff. This revised plan shall be due no more than 4 weeks from the date of the initial meeting with the COTR.

For each subsequent year that the cooperative agreement is in effect, the Grantee shall submit a detailed work plan for the upcoming 12 month period. The Grantee and COTR shall work cooperatively to determine the dates the subsequent year work plans shall be submitted to the COTR. The requirement for a revised project plan may be waived by the COTR.

E. DRAFT FINAL REPORT (to be determined)

Forty-five (45) calendar days before the Cooperative Agreement's completion date, the grantee shall deliver to the NHTSA COTR a *draft* final report that shall contain, at a

minimum, a recapitulation of the Cooperative Agreement effort over the entire period of performance and recommendations for future improvement. In addition, the Grantee shall include in the *draft* Final Report a list of all equipment purchased with Federal funding, including the cost for each such item. The NHTSA COTR will review the *draft* final report after receipt and provide comments to the grantee within ten (10) business days. The grantee will have fifteen (15) business days from the date of receipt of NHTSA's comments to make all necessary revisions for inclusion into the Final Report

F. FINAL REPORT (to be determined)

Thirty (30) business days before the Cooperative Agreement's completion date, the grantee shall deliver to the NHTSA COTR three (3) originals of the Final Report and one email copy to the NHTSA Contracting Officer. The Final Report shall contain all required changes and/or comments derived from the draft submission.

G. FINAL NHTSA PROJECT BRIEFING

The Grantee shall conduct a final project briefing for NHTSA in Washington, D.C., at NHTSA's offices, or via video conference, to review project implementation, evaluation, and results. This presentation shall last no less than 60 minutes and the Grantee shall be prepared to answer questions from briefing attendees. The Grantee shall provide the COTR the presentation at least 3 weeks prior to the final project briefing for review and comments to be incorporated into the final briefing.

H. PRESENTATION AT SELECTED NATIONAL/REGIONAL MEETINGS

In consultation with the COTR, NHTSA may request that the Grantee deliver presentations at select national or regional meetings to discuss project implementation, evaluation, and results. The Grantee shall provide the COTR the presentation at least 3 weeks prior to the presentation for review and comments to be incorporated into the presentation.

All briefings shall be accompanied by Microsoft PowerPoint presentations.

Requirements for Printed Material

- Non-confidential printed material must be provided to NHTSA in both printed form (original and one copy) and electronic form in CD-ROM format or other appropriate format acceptable to the COTR.
- All Program materials shall be submitted
 - Original application format
 - Section 508 compliant version
 - A PDF file for viewing with Adobe Acrobat
 - An HTML file

Grantees preparing publications for NHTSA must submit them in a format ready for posting on the World Wide Web. All documents must be Section 508 compliant and both Netscape (versions 4.0 or later) and Internet Explorer (versions 5.0 or later) compliant. All HTML documents must comply with the accessibility standards of 36 CFR §1194.22 that implement

Section 508 of the Rehabilitation Act of 1973. All submissions shall include a completed Web-based Internet Information and Application Section 508 Checklist. These standards and guidelines are available for viewing in greater detail on the Access Board Web Site at: <http://www.access-board.gov/508.htm>.

Disputes

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in connection with this agreement and whether or not involving alleged breach of this agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute that arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless NHTSA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Grantee's written request to the NHTSA, Director, Office of Acquisition Management, or Designee, made within 30 calendar days after the Contracting Officer's written decision, or upon unavailability of a decision within the stated time frame under the preceding paragraph. The NHTSA, Director, Office of Acquisition Management, or Designee, shall conduct this review. Following the review, the NHTSA, Director, Office of Acquisition Management, or Designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be administratively final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Court of competent jurisdiction.

ARTICLE IX. APPLICATION PROCEDURES

The application must include a reference to NHTSA Cooperative Agreement Number **DTNH22-10-R-00400**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. Only complete application packages received on or prior to the established due date and time will be considered.

Programs with multiple partners must submit a single application. Only one award will be made per eligible program.

Important – The application shall be considered the project’s Proposed Work Plan and should be prepared with sufficient detail for NHTSA to fully understand the applicant’s proposed approach to meet project objectives and general and specific requirements.

If not using the Grants.gov “Apply” function:

The applicant shall submit five CD-ROMs (formatted as Microsoft “Word,” “Excel,” or PDF documents) of its application to the following address by no later than 2:00 PM EST, **Thursday July 8, 2010**.

Reba Dyer

US Department of Transportation
National Highway Traffic Safety Administration
Office of Acquisition Management (NPO-320)
1200 New Jersey Avenue, S.E., W51-117
Washington, DC 20590

Important: The timely submission of application packages is the ***sole responsibility of the applicant***. All prospective applicants are cautioned that, due to increased security concerns, documents transmitted via US Postal Service (USPS) can be delayed. NHTSA therefore recommends that when transmitting CD-ROM applications, methods other than USPS be used.

NOTE: FACSIMILE APPLICATIONS WILL NOT BE CONSIDERED.

ARTICLE X. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS**A. BUDGET INFORMATION**

The cost proposal shall include the following information:

1. One original hardcopy of Office of Management and Budget (OMB) Standard Form (SF) 424 (Rev. 9-2003, including 424A and 424B), *Application for Federal Assistance*, with the required information filled in and certified assurances signed. These forms are available at www.whitehouse.gov/OMB/grants/index.html.
2. A detailed budget for the initial 24 month period of performance.
3. Each applicant shall clearly and thoroughly set forth its proposed costs by submitting a spreadsheet or spreadsheets, (along with any appropriate subsidiary schedules and attachments), in its application. Spreadsheets shall be submitted in either Excel or PDF format. The applicant's cost proposal shall cover not only the costs proposed within the prime recipient's organization, but also the costs proposed to be incurred by every lower-tier organization serving under the prime recipient (e.g., sub-recipients, consultants, subcontractors, and partners). The cost proposal shall clearly identify and display the following information as applicable:
 - Labor rates. The direct labor rates by person/labor category, showing the number of proposed hours for each particular person/labor category, and also showing the starting un-loaded hourly pay rates for each person/labor category and any pay "escalations" that are being proposed.
 - Non-federal contributed amounts. The amount of the budget that is to be paid with funds identified from non-federal sources. Applicants shall ensure that all proposed non-federal contributions are reasonable, allowable, and allocable costs according to the cost principles stated in OMB Circular A-102 or any other applicable OMB Circular.
 - Indirect cost percentage and amounts. The indirect cost percentage rates and dollar amounts for items such as overhead, fringe benefits, general and administrative (G&A), and/or facilities & administration (F&A). Applicants shall provide support for each particular indirect cost element that is contained in their proposal including copies of any negotiated rate agreements. This information shall be stated as a percentage rate and a total dollar amount.
 - Travel costs. The travel costs by person-trip for any proposed travel, including the point of origin, outbound destination, purpose of the trip, estimated number of days, and the estimated travel costs for each trip; showing air fare, lodging, meals, and incidental per diem costs.
 - Other direct costs. Any proposed other direct costs that are not already included as part of another cost category (such as overhead). The term "other direct costs" typically

includes the following: (1) photocopying; (2) postage; (3) long distance telephone calls; (4) facsimile; (fax) transmissions; (5) overnight shipping (6) materials; and (7) equipment, including computer equipment or computer software, where not included as part of another cost category.

- Fee. No fee may be proposed for the applicant or any applicant partner. However, fees may be proposed for vendors and/or subcontractors.
4. If any sub-recipient, any sub-Contractor, any affiliate, any partner, any joint venture, any other entity other than the applicant's own organization, or any individual consultant will be used in carrying out the work of this project, full support for the costs and pricing proposed for each such entity or individual consultant shall be provided. The applicant shall include for each such entity or individual consultant being proposed, the same kinds of cost and pricing support, and the same level of detail, as are required above to support the general applicant's own internal costs. For each proposed individual consultant, the person's proposed starting hourly pay rate should be supported by at least two recent invoices wherein that consultant has both: (1) billed a client at an hourly pay rate equal to or greater than the one being proposed as the starting rate under this cooperative agreement, and (2) been paid by the client, at the hourly pay rate billed in that invoice. If the proposed individual consultant's work history does not include two such invoices, please provide an explanation.
 5. Non-Federal Funding
An applicant shall identify non-federal funding sources in its cost proposal. Since activities may be performed with a variety of financial resources, applicants need to fully identify all project costs and their funding sources in the proposed budget. The proposed budget must identify all funding sources in sufficient detail to demonstrate that the overall objectives of the project will be met. The level of cost-sharing proposed by the Grantee will be considered when comparing the overall financial value of the project to the level of federal funding invested.
 6. Additional Cost Information
The Government reserves the right to request, at any time after the receipt of applications and before award, additional cost or price information necessary to perform an analysis. However, because an award may be made without negotiations and without any discussion, each applicant shall document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.
 7. Special Equipment
Facilities and Special Equipment, Including Tooling: It is the policy of NHTSA not to provide general or special purpose equipment, facilities, or tooling of a capital nature except in unusual circumstances. NHTSA does not plan to provide such items under this cooperative agreement.

B. Technical Evaluation

The technical proposal section shall include the following information (*and be separated from the cost proposal – no cost information shall be included or referenced in the technical proposal*):

- A. A table of contents page that provides an easy method to identify the major sections of the technical proposal;

NHTSA has established four criteria against which each application will be evaluated in order to determine eligibility for funding. Failure to address any one of the criteria may result in the proposal being judged ineligible. The criteria and a brief explanation of each are listed below.

1. Applicants authority and past experience in odometer fraud enforcement, past experience is not a requirement. Applicant shall address, to the degree readily available, the odometer fraud problem and enforcement barriers in the applicant's jurisdiction.
2. Applicant shall submit a plan of proposed enforcement/regulatory activities to combat odometer fraud. The plan may include activities such as on-site dealer inspections, review of surrendered titles and supporting documentation, field and office investigative efforts, and proposed equipment purchases.
3. Applicant shall submit a plan of proposed training efforts related to odometer fraud enforcement. The plan may include activities such as hosting or attending odometer fraud related training sessions, webinars and/or printed materials, and presentations by law enforcement to industry.
4. Up to four awards will be made under this request for application. Applicant shall submit a proposed budget to support their plan and training. Applicants should base their budgets on the total funding amount under this announcement and may be ask to provide a revised budget.

B. Cost Evaluation

The Applicant's prepared budget will be evaluated for fairness and reasonableness of costs to determine "best value" to the government. Cost proposals will not be provided any specific numerical rating. If there are no significant technical proposal differences, costs may be used as a determining factor for making awards.

C. Proposal Questions

NHTSA reserves the right to ask one or all of the proposed applicants clarifying questions concerning their respective proposals. NHTSA will ask specific questions relating to the proposal and expect clear answers in an expeditious manner.

D. Negotiations

NHTSA reserves the right to make an award without discussion, i.e., an award of a Cooperative Agreement without conducting any negotiations or discussions with any Applicant. As an alternative to making an award without discussion, NHTSA is also reserving the right to negotiate with competing Applicants, prior to making any award. Negotiations will be conducted only if NHTSA concludes that, after studying the initial applications, negotiations are in fact necessary or are in the Government's best interests.

Each application will be reviewed initially to confirm that the applicant is an eligible candidate (as described under Article VI, Eligibility Requirements) and has included all of the items specified in the Application Package (Article X) section of this announcement. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. NHTSA anticipates that awards will be made in August 2010.

A. TECHNICAL EVALUATION FACTORS

The NHTSA Evaluation Committee will evaluate each application using the following criteria:

| Factor | Weight |
|--|--------|
| Category A. No distinction | 50 |
| Category B. Distinction in one or more of the criteria. | 20 |
| Category C. Distinction and presents a strong, well-constructed program in all respects. | 30 |

Category A. No distinction

- The extent to which the applicant's goals are clearly articulated and the objectives are time-phased, specific, action-oriented and achievable.
- The extent to which the applicant clearly identifies and explains creative approaches to improve odometer fraud enforcement.
- The extent the applicant clearly and directly addresses the specific requirements identified in Article I Section C.
- The degree to which the project could be maintained beyond the period of performance of this cooperative agreement.
- The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.

Category B. Distinction in one or more of the criteria.

- The degree of detail provided in the work plan that indicates how the applicant will complete the tasks identified in Article I Section C.
- The degree to which the applicant describes their technical capability and experience in managing projects involving odometer fraud enforcement.
- The degree to which the applicant intends to achieve the milestones and deliverables outlined in the request for proposal.

Category C. Distinction and presents a strong, well-constructed program in all respects.

- The extent to which the proposed personnel have clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project.
- The extent to which the applicant has demonstrated the support and commitment of its proposed partner(s).
- The soundness of the applicant's organization and designated areas of expertise.

ARTICLE XI. TERMS AND CONDITIONS OF AWARD

Prior to award, each Applicant shall comply with the certification requirements of 49 CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying, and 49 CFR, part 29, U.S. DOT Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at: <http://www.whitehouse.gov/omb/grants/index.html>.